

ENVIRONMENTAL PROTECTION EASEMENT

_____, (“Grantor”), grants to the State of Iowa acting
Name of Grantor(s)
through the Iowa Department of Natural Resources, a state agency, (“department”) an
environmental easement under the terms and conditions as described below:

I. RECITALS

1. Soil or groundwater contamination is present on property described as

legal description reference an exhibit:

and locally known as _____

Street Address

(hereafter “property”). The property is enrolled in the Iowa Department of Natural Resources land recycling program established under Iowa Code Chapter 455H. Under this program, an investigation of the soil or groundwater has been conducted and the site has been evaluated to determine a reasonable corrective action response designed to reduce the risks to health, safety and the environment. The department has approved a corrective action response which includes the use restrictions contained in this agreement.

2. The purpose of this easement is to restrict and control specified land use activities at this property as one method of reducing the risks of present and future exposure to contaminants identified at the property.
3. Grantor(s) are the owner(s) of the property and it is the intent of the parties to establish a valid and enforceable environmental easement as provided in Iowa Code section 455H.206. This environmental easement is intended to be perpetual until terminated as provided in this agreement, Iowa Code section 455H.206 and department administrative rules. The easement is intended to run with the land such that it is binding on the grantor(s) as current owner(s) of the described real estate and all successors, assigns and other persons claiming an interest in the property.
4. The parties acknowledge the terms of the easement may be modified or terminated as provided by law should it prove to be ineffective in serving its intended purpose or no longer necessary to protect against the risks posed to health, safety and environment.

Failure of these use restrictions to serve their purpose could result in the reopening of further corrective action on the property.

THEREFORE, The Grantors grant and convey to the department this environmental easement according to the following terms:

II. GRANT OF EASEMENT

The grantor(s) warrant they hold the fee title interest in property with the power to convey this easement free of any conflicting claims of third parties. Grantor conveys to Grantee a perpetual environmental easement running with the land the terms of which are described below. *[Alternatively, if the grantor(s) are a contract buyer for deed, the contract seller and buyer must join in the easement.]*

III. RESTRICTIONS

Specify land use restrictions

IV. ACCESS TO PROPERTY

Reasonable access to the property is granted to the department or any authorized representative of the department, public or private, including private parties or their contractors which may be required by law or authorized by the department, to conduct aboveground or subsurface inspections and investigation of the property. These activities may include but are not limited to repair and maintenance of remedial equipment and technologies, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures, and fencing and other barriers. It may include access to conduct groundwater sampling, monitoring to confirm compliance with the terms of this easement, additional drilling and construction of soil borings or groundwater monitoring wells as directed by the department, and other activities authorized by the department. The current owner of the property shall be afforded reasonable prior notice and information as to the reason and scope of the entry.

V. TERMS OF SUBSEQUENT CONVEYANCES

Grantor shall reference and incorporate the terms of this agreement into any purchase agreement for sale of the property, assignment of an interest in the property or other instruments conveying an interest in the property and include specific contract terms requiring the buyer or assignee to incorporate the terms of this easement into successive conveyance instruments. See Iowa Code section 455H.206(4).

VI. MODIFICATION OR TERMINATION

The terms of this environmental easement shall only be modified or terminated by execution of an instrument signed by the director of the department and as provided by Iowa Code 455H.206 and department administrative rules.

VII. ENFORCEMENT

The terms of this environmental easement may be enforced by the grantor or any successor or assign of the grantor and by the department, any political subdivision of the state or other party as specified and in accordance with Iowa Code section 455H.206.

VIII. SEVERABILITY

Invalidation of any portion of the terms of this easement by judgment of any court shall in no way affect the validity and enforceability of any of the other terms.

IX. CONSTRUCTION

This easement shall be effective upon filing with the county recorder where the property is located. Words and phrases in this easement, including acknowledgments, shall be construed as in the singular or plural number, according to the context.

X. ACKNOWLEDGMENTS

(Acknowledgments in accordance with Iowa Code ch. 558)1

(Name of Grantor)

Grantor

Signed this ____ day of _____, 20__.

The Iowa Department of Natural Resources accepts the grant of this easement by signature of the Land Quality and Waste Management Division Administrator.

Liz Christiansen
Administrator, Land Quality and Waste Management Division

Signed this ____ day of _____, 20__.

CONSENT OF SPOUSE

The undersigned, as spouse of an above-name grantor, hereby consents to this grant of easement for the purpose of subordinating any downer, homestead and distributive share in the real estate.

Signed this ____ day of _____, 20__.

State of _____)
County of _____) ss.

On this ____ day of _____, 20__, before me personally appeared _____ and _____, known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that _____ and _____ executed the same as his/her/their voluntary act and deed.

_____,
Notary Public, in and for said county and state of:

State of _____)
County of _____) ss.

On this ____ day of _____, 20__, before me personally appeared _____ and _____, who being duly sworn, did say that they are the corporation, that (the seal affixed to said instrument is the seal of said corporation or no seal has been procured by said corporation) and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.

Notary Public, in and for said county and state of: